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fraudulently obtained through a check acquired by respondent's false statements as to the death of the person insured, which check he had cashed.

[Ed. Note.—For other cases, see False Pretenses, Cent. Dig. §§ 50-53; Dec. Dig. § 38.* 5 Va.-W. Va. Enc. Dig. 825.]

Error to Hustings Court of Richmond.

J. A. Lewis was convicted of larceny of money, and brings error. Affirmed.

L. O. Wendenburg, of Richmond, for plaintiff in error.

The Attorney General, for the Commonwealth.

STEIN et al. v. MORRIS et al.

Jan. 11, 1917.

[91 S. E. 177.]

1. Trade-Marks and Trade-Names (§ 70 (1*))—Unfair Competition—Morris Plan of Industrial Banking.—The "Morris plan of industrial banking" is not an infringement of the mutual installment plan of industrial savings and loan banking, known as "Merchants' & Mechanics' Savings Association," since the first plan is operated on fixed capital and the borrowers and savers do not participate in the profits and losses.

[Ed. Note.—For other cases, see Trade-Marks and Trade-Names, Cent. Dig. § 81; Dec. Dig. § 70 (1).* 11 Va.-W. Va. Enc. Dig. 902.]

2. Property (§ 2*)—Subjects of Property Rights.—If an individual originates a scheme or idea of banking, he could not have a property right in such method or idea without any physical means or devices for carrying it out.

[Ed. Note.—For other cases, see Property, Cent. Dig. § 2; Dec. Dig. § 2.* 11 Va.-W. Va. Enc. Dig. 415.]

3. Attorney and Client (§ 106*)—Violation of Confidence—Evidence—Sufficiency.—Where the complainant, who claimed to have originated a scheme of banking, approached an attorney, one of the defendants, asking him to organize a similar association in another city, and the two entered upon the organization, but it resulted in failure, the essence of the proposition requiring that the attorney discuss the plan and make it known to the public, there was no violation of the client's confidence when the attorney subsequently evolved a prima facie similar but essentially different scheme.

[Ed. Note.—For other cases, see Attorney and Client, Cent. Dig. §§ 217, 219; Dec. Dig. § 106.* 2 Va.-W. Va. Enc. Dig. 160.]

4. Witnesses (§ 205*)—Violation of Confidence—Attorney and Client.—No communication to a lawyer for the express purpose of

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

having it brought to the attention of the public or communicated to another is privileged.

[Ed. Note.—For other cases, see Witnesses, Cent. Dig. §§ 754, 763; Dec. Dig. § 205.* 2 Va.-W. Va. Enc. Dig. 156.]

Appeal from Circuit Court of City of Norfolk.

Bill by David Stein and others against Arthur J. Morris and others. Decree for defendants, and complainants appeal. Affirmed.

S. M. Brandt, of Norfolk, for appellants.

Hicks, Morris, Garnett & Tunstall, of Norfolk, and *Harlan F. Stone*, of New York City, for appellees.

WALKER v. WALKER:

Jan. 11, 1917.

[91 S. E. 180.]

1. Divorce (§ 133 (1)*)—Desertion—Sufficiency of Evidence.—In a husband's suit for absolute divorce on the ground that his wife willfully abandoned and deserted him without just cause or excuse, evidence held insufficient to entitle plaintiff to the decree for which he prayed.

[Ed. Note.—For other cases, see Divorce, Cent. Dig. § 446 Dec. Dig. § 133 (1).* 4 Va.-W. Va. Enc. Dig. 738.]

2. Divorce (§ 37 (1)*)—Absolute Divorce—Willfulness of Desertion.—Desertion, to justify a decree for an absolute divorce, must be willful, and a decree for absolute divorce for desertion should not be granted unless the evidence proves willful desertion without justification or excuse.

[Ed. Note.—For other cases, see Divorce, Cent. Dig. § 107; Dec. Dig. § 37 (1).* 4 Va.-W. Va. Enc. Dig. 738.]

Appeal from Corporation Court of Danville.

Suit for divorce by G. S. Walker against Maggie Walker. From a decree denying plaintiff's prayer for a decree of divorce *vinculo matrimonii*, he appeals. Decree affirmed.

Harry Wooding, Jr., of Danville, for appellant.

CHESAPEAKE & O. RY. CO. v. HUNTER'S ADM'R.

Jan. 11, 1917.

[91 S. E. 181.]

1. Evidence (§ 539½ (1)*)—Experts—Competency.—A stationary engineer who operated locomotives some 25 years previous and tes-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.